

A Declaration of Agreement Among Landowners
of the Homestead Landowners' Association, Inc.

Amended and Restated 2017-2018

Catron County, New Mexico

Recorded 7-12-2017 2:05pm

The Purpose for this Declaration of Agreement ("Covenant" or "Declaration") among landowners of the Homestead Landowners' Association, Inc. is to promote the health, safety and welfare of the landowners with stewardship (responsible management) of the land, and to allow for dues and assessments toward fulfilling that stewardship.

1. Description of Lands.

a. The property to which this Declaration/Covenant relates and applies is:

Lots 1 through 99 inclusive of The Homestead Subdivision, according to the plat filed for record on the 5 day of January 1988, in the office of the County Clerk, in Slide A-258, County of Catron, State of New Mexico;

Lots 100 through 138 inclusive of The Homestead Subdivision, according to the plat filed for record on the 18 day of May, 1990, in the office of the County Clerk, in Slide B-035, Catron County, New Mexico;

Lots 139 through 175 inclusive of The Homestead Subdivision, according to the plat filed for record on the 18 day of May, 1990, in the office of the County Clerk, in Slide B-036, Catron County, New Mexico.

b. No lot shall be subdivided or conveyed into a smaller parcel than is shown on the original plat.

c. Owners of Excluded Parcels, being shown as "Out Parcel(s) on Map revised 2011" may petition for Association membership thereby accepting governance by the Articles of Incorporation, Bylaws and this Declaration pertaining to the Homestead Subdivision.

2. Association.

a. The Homestead Landowners' Association, Inc. ("Association") shall have one class of membership. A person, or persons, shall gain membership automatically upon securing legal title to any lot(s) within the Homestead Subdivision ("Subdivision").

b. Each member shall be entitled to one vote for all issues of the Association for every one lot held by that member within the Subdivision, as reflected on the recorded Plat. When multiple owners hold legal title in any one lot within the Subdivision, the voting privilege shall be exercised as they among themselves may determine. In no event shall more than one vote be cast with respect to any one lot.

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Each member shall have such rights, duties and obligations as shall be set forth in the Articles of Incorporation and in the Bylaws and in this Declaration, as they now exist or are hereafter amended.

3. Easements.

- a. Roads, whose easements measure fifty (50) feet between lot lines, shall be maintained with funding by all lot owners equally, in the payment of annual dues as set forth in the Bylaws.
- b. Easements shall be reserved by the Homestead Landowners' Association, Inc., over or under the surface, or both required for the installation and maintenance of electric lines, telephone lines, water lines, and other public utilities with the right to assign easements. The easements herein reserved shall consist of a five foot strip of land running parallel to all side and rear lot lines.
- c. A pedestrian and horse trail easement is located at the Northwest Corner of the Subdivision between Lots 1 and 25. No motorized vehicles are allowed on this easement to gain access to the National Forest, which lies adjacent to this Subdivision. Instead, all motorized vehicles shall use Forest Road 66 to enter the National Forest.
- d. All structures, permanent, occasional, or temporary, shall be set back a minimum of 30 (thirty) feet from the front or roadway lot line, and a minimum of 15 (fifteen) feet back from a side or rear lot line.
- e. Nothing stated in this Declaration shall be interpreted to require that any improvements whatsoever be constructed upon any of the lots within the Subdivision, as all lot owners are free from any potential covenant to do so.

4. Assessment.

- a. Every owner or purchaser of every lot as described above, agrees to pay to the Association annual dues in accordance with the Bylaws, for the purposes of road maintenance, and for the improvements and maintenance of the facilities of the Association, separate from the Waterworks subscriptions.
- b. The annual dues shall be a charge on the land and shall be a continuing lien upon the lot against which such charge is made.
- c. Waterworks subscribers' fees are defined in the Bylaws. The Waterworks subscription runs with the land to which it pertains and all fees therewith are a continuing lien upon the lot to which such waterworks are appurtenant.

5. Stewardship of the Land.

- a. Fences may be placed upon or near property lines, but shall not block or obstruct any utility easement. Barbed-wire fencing, while not encouraged or sanctioned for use within the Subdivision, may be used if the lot owner deems it appropriate and by its use the lot owner(s) acknowledge their sole responsibility for any issues that may result from the installation of said barbed-wire fencing.
- b. All animals owned by a lot owner, his/her guest or invitee shall be confined within permanent fencing except when accompanied by the owner(s). As many as four (4) horses or their equivalent may be kept on a lot and all pets and livestock shall be kept in clean sanitary conditions, not creating any offensive noises, odors, flies or diseases. Health and safety issues may be referred to the State Livestock Inspector.
- c. No firearm shooting, no hunting, including trapping, shall be permitted within the Subdivision without written permission from the Board of Directors, specifying the allowed variance concerning shooting, hunting or trapping.
- d. No noxious or illegal activity shall be carried out on any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, including the excessive noise from generators or other machinery, and including trash accumulation. Health and safety issues may be referred to the State Health Department.
- e. Commercial activities on any lot within the Subdivision are limited to those which do not increase the vehicular traffic flow. Any commercial activity must comply with subsection d, above, and commence only upon written consent of the Board of Directors of the Homestead Landowners' Association, Inc. Signs for business may be no larger than two (2) square feet in size and must be attached to a post or fence at the roadway property line only.
- f. Individual private wells may be installed according to permit from the Office of the State Engineer and with a minimum of disturbance to the environment.

6. Architectural Consideration.

- a. Structures allowed on each lot include one single-family dwelling, together with other detached structures such as a garage, barn, or storage sheds, which structures are appropriate for the use and enjoyment by the lot owner(s); also one (1) guest house, so long as there already exists on the same lot a completed single-family dwelling. Any lot which is four (4) acres or larger in size may have two (2) single-family residences and one (1) guest house, and appurtenant structures as noted above.
- b. No buildings or improvements on any of the lots shall exceed two (2) stories in height or twenty-five (25) feet above ground level, whichever is less, including antennae.

- c. Each lot owner has the sole responsibility to comply with any and all County and/or State building/construction codes, including septic system codes and regulations whether the lot contains any structure or not.
- d. Set-backs of structures as noted above in Section 3 c may be waived by the Board of Directors for open porches, steps and eaves, providing the said appurtenances in no way impinge upon the adjacent lot(s) or Roadway easement.
- e. The Association recognizes that the Subdivision is within the Dark Zone encouraged by the neighboring astronomical observatory known as the Very Large Array, and thereby discourages yard lighting that is not shielded.

7. Waiver and Amendment.

- a. Interpretation of this Declaration is retained by the Board of Directors of the Homestead Landowners' Association, Inc. and shall be done so without implication, their decision being final and binding. The desire of the Association is to promote cooperation among neighbors, therefore the enforcement of provisions not covered by County or State codes and ordinances rests with negotiation and compromise in accord with the above statement.
- b. The failure to enforce any breach or violation of any of the provisions of this Declaration shall not constitute an abandonment or waiver of any right to enforce such provision or any subsequent breach or violation of such provision or of any of the other provisions herein set forth.
- c. Any determination by any court of competent jurisdiction that any provision in this Declaration is invalid or unenforceable shall not affect the validity or enforceability of the remaining provisions of this Declaration and the same shall remain in full force and effect.
- d. The foregoing provisions of this Declaration/Covenant run with the land and shall be binding on all parties and persons claiming under them until April 1, 2023, at which time said provisions shall be automatically extended for successive periods of five (5) years, unless an instrument signed by a majority of the then owners of the said lots has been recorded, agreeing to change this Declaration in whole or in part.

In witness of the majority vote to change the covenants of 1990-1991 in whole, the undersigned have executed this instrument on the 10 day of September, 2017, Homestead Landowners' Association, Inc., Catron County, State of New Mexico:

Eli Player

Eli Player, President

Steven F. Havill

Steven F. Havill, Treasurer

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The foregoing instrument was acknowledged before me this 12th day of September, 2017,
by Steven F. Havill, Treasurer of the Homestead Landowners' Association, Inc.
State of New Mexico
County of Catron

Notary Public Loretta J. Hargis
My commission expires 02/18/2018



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